

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF PHOENIX

Agreement No. 40.05.09C.22054

Agua Fria Freeway

Section 5c

59th Avenue to 35th Avenue

Project No. RAM-600-0-603

Tracs No. 101 L MA 16 H0797 09C

Utility Relocations

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 19~~89~~/91, by and between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, first party, herein called "STATE" and the CITY OF PHOENIX, acting by and through its CITY COUNCIL, second party, herein called "CITY".

RECITALS

In connection with the construction of Project No. RAM-600-0-603, Agua Fria Freeway, Section 5c, in the City of Phoenix, Maricopa County, Arizona, it will be necessary to adjust, relocate and or reconstruct existing water and sewer facilities located within the project right of way. The work to be performed under this Agreement is shown on STATE's plans marked Exhibit "A" attached to and made a part of this Agreement.

FILED WITH SECRETARY OF STATE

No. \_\_\_\_\_

Date Filed \_\_\_\_\_

Secretary of State

The CITY facilities shown in Exhibit "A" have compensable rights as established by amendment to Section 28-1822, Arizona Revised Statutes, and amendment to Title 28, Chapter 13, Article 2, Arizona Revised Statutes, adding Section 28-1834, thereto.

AGREEMENT

THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The STATE shall, by contract for Project No. RAM-600-0-603, provide the necessary labor, materials and equipment to complete the relocation of CITY's facilities as shown on STATE's plans for Project No. RAM-600-0-603, marked Exhibit "A" attached to and made a part of this Agreement.

2. The STATE shall be responsible for all design and construction costs associated with the adjustment, relocation or reconstruction of water and sewer facilities.

3. The CITY shall be responsible for review and approval of the design plans, for inspecting and accepting the installation of said facilities, and shall assume all system liability and costs associated therewith.

4. Maintenance of CITY's facilities covered by this Agreement shall be provided for by the CITY after a permit is issued by STATE, provided, however, CITY shall have a right to make emergency repairs to said facilities upon notice to STATE and at the expense of CITY.

5. In the event it is determined during construction that a change in the Scope of Work is required, STATE shall request approval from CITY before proceeding, except where construction delays will result in additional extra cost or in an emergency endangering life or property.

6. The CITY shall save and hold harmless STATE, or any of its departments, agencies, officers or employees from all costs and damages incurred and from any other damages to any person, legal entities (ie, corporation, partnership, trust, etc.) or property arising out of or in connection with any negligent act or omission of CITY, its agents or independent contractors in the course of the performance of the provisions of this Agreement, and not caused by any act or omission of STATE or any if its departments, agencies, officers or employees, agents or independent contractors. The above costs or damages incurred by STATE or any of its

departments, agencies, officers or employees shall include in the event of an action, court costs, expenses of litigation and a reasonable attorney's fee, provided STATE shall have given notice to CITY of any claim asserted and shall permit CITY to participate in defense and settlement thereof.

7. As to any liability claims where it is alleged that the parties hereto may be joint tort-feasor, the parties agree that they will contribute to any settlement or judgment in the amount that is proportionate to the relative degree of fault of the respective parties, as agreed to between them or as adjudicated by a court of competent jurisdiction. Nothing herein shall restrict or impair any right of indemnity granted to either party by any other provision of this Agreement.

8. This Agreement is subject to the budgetary limitations set forth in Arizona Revised Statutes 28-1823 through 28-1826 inclusive and is further subject to the provisions of Chapter 1 of the Title 35, Arizona Revised Statutes.

9. CITY hereby agrees to comply with Executive Order 75-5, issued April 28, 1975, the provisions of which are herein incorporated by reference and made a part of this Agreement.

10. The parties agree to use arbitration after exhausting applicable administrative reviews, to resolve disputes arising out of this Agreement where the sole relief sought is monetary damages of \$100,000, or less, exclusive of interest and costs.

11. ALL parties hereby are put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. Subsection 38-511, the provisions of which are incorporated herein by reference only.

**IN WITNESS WHEREOF**, the parties hereto have executed  
this agreement as of the day and year first herein above written.

**CITY OF PHOENIX, A Municipal  
Corporation, Frank Fairbanks  
City Manager**

By \_\_\_\_\_  
MICKAEL GRITZUK  
Water & Wastewater Director

**STATE OF ARIZONA  
Department of Transportation**

By \_\_\_\_\_  
ROBERT P. MICKELSON, P.E.  
Deputy State Engineer

ATTEST:

By \_\_\_\_\_  
City Clerk

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

UTILITY RELOCATION  
OUTER LOOP HIGHWAY  
59 TH AVENUE TO 35 TH AVENUE  
MARICOPA COUNTY  
RAM-600-0-603  
PART B

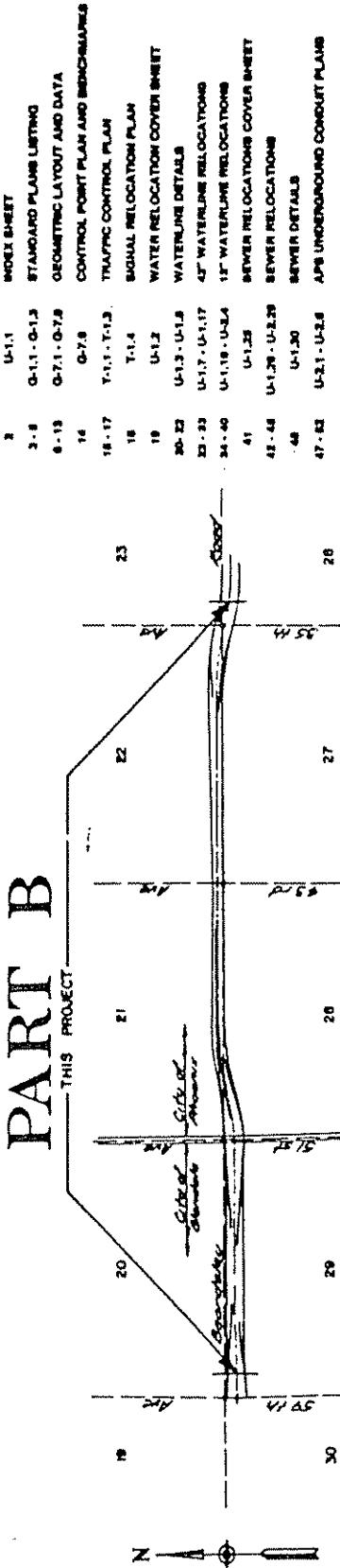


EXHIBIT 'A'

VICINITY MAP

REDUCED NOT  
TO SCALE

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION  
HIGHWAYS DIVISION

CITY OF PHOENIX  
WATER LINE RELOCATIONS

OUTER LOOP HIGHWAY  
MARIOPA COUNTY

**EXHIBIT 'A'**

**GENERAL NOTES**

- All Construction To Conform To ADOT Standards, Urban Highway Details And Project Specific Provisions, Unless Modified On The Plans.
- The Following M.A.G. Details Are Specifically Not Approved:

1. Standard Water Meter Vault  
345-1 3", 4", and 6" Water Meter  
345-2 4" and 6" Water Meters with  
On Site Fire Hydrants  
380-1 Curb Stop With Pulling Pipe  
391-1 Valve Box Installation (Type C)

2. All "Gull & Plugs" Will Be Done By The Contractor After New Lines Have Been Approved By The City Of Phoenix. The Contractor Shall Pay For All Applicable Shutdown Fees In Advance And Coordinate With The City Supervisor.

3. All Pipe Installation To Conform To Std. Draw. C-13-15.

4. All 4" Through 12" Waterline Fittings, Valves, Fire Hydrants, And Appurtenances To Be Threaded  
Or Dll No. UC-80, UC-B2, Unless Modified On The Plans.

5. All 4" Through 12" Valve Boxes To Be Installed Per Dll. No UC-84.  
Contractor To Verify Location Of Existing 42" Waterline Joints Prior To Pipe Fabrication.  
Field Closures May Be Required.

6. Pavement Cut And Replacement For New Lines In Existing Streets Shall Be In Accordance With ADOT Urban Highway Dll UC-20, Type A  
7. Pavement Cut And Replacement For New Lines In Existing Streets Shall Be In Accordance With ADOT Urban Highway Dll UC-20, Type A  
8. Pavement Cut And Replacement For New Lines In Existing Streets Shall Be In Accordance With ADOT Urban Highway Dll UC-20, Type A  
9. Pavement Cut And Replacement For New Lines In Existing Streets Shall Be In Accordance With ADOT Urban Highway Dll UC-20, Type A

10. All Construction To Conform To ADOT Standards, Urban Highway Details And Project Specific Provisions, Unless Modified On The Plans.

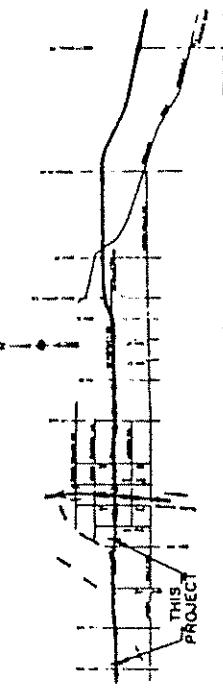
11. All Construction To Conform To ADOT Standards, Urban Highway Details And Project Specific Provisions, Unless Modified On The Plans.

12. All Construction To Conform To ADOT Standards, Urban Highway Details And Project Specific Provisions, Unless Modified On The Plans.

13. All Construction To Conform To ADOT Standards, Urban Highway Details And Project Specific Provisions, Unless Modified On The Plans.

14. All Construction To Conform To ADOT Standards, Urban Highway Details And Project Specific Provisions, Unless Modified On The Plans.

15. All Construction To Conform To ADOT Standards, Urban Highway Details And Project Specific Provisions, Unless Modified On The Plans.



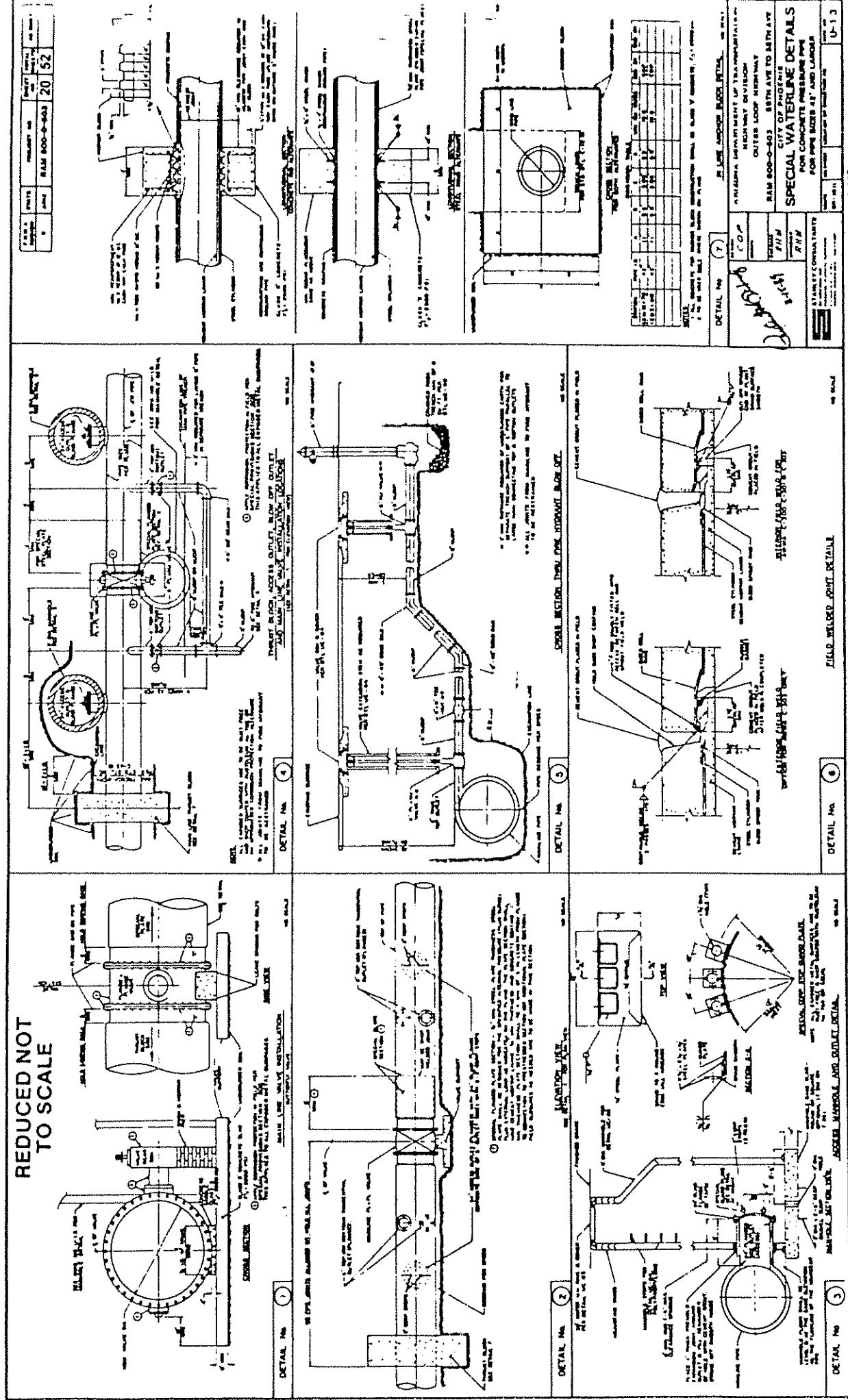
VICINITY PLAN

**C.O.P. WATER & SEWER DEPT. SPECIFICATIONS**

1. C.I. Fitting (4-1972)	1. C.I. Fitting (4-1972)
2. C.I. Pipe 3" to 24" (8-1972)	2. C.I. Pipe 3" to 24" (8-1972)
3. Fire Hydrants (11-1972)	3. Fire Hydrants (11-1972)
4. Gate Valves (4-1972) Open Left	4. Gate Valves (4-1972) Open Left
5. Arborist Cement Pipe (3-1967)	5. Arborist Cement Pipe (3-1967)
6. Tapping Sleeve & Valve (2-1972) Open Left	6. Tapping Sleeve & Valve (2-1972) Open Left
7. Small Butterfly Valves 3" thru 12" (2-1972) Open Left	7. Small Butterfly Valves 3" thru 12" (2-1972) Open Left
8. 42" WATER PLANS	8. 42" WATER PLANS
9. 12" WATER PLANS	9. 12" WATER PLANS

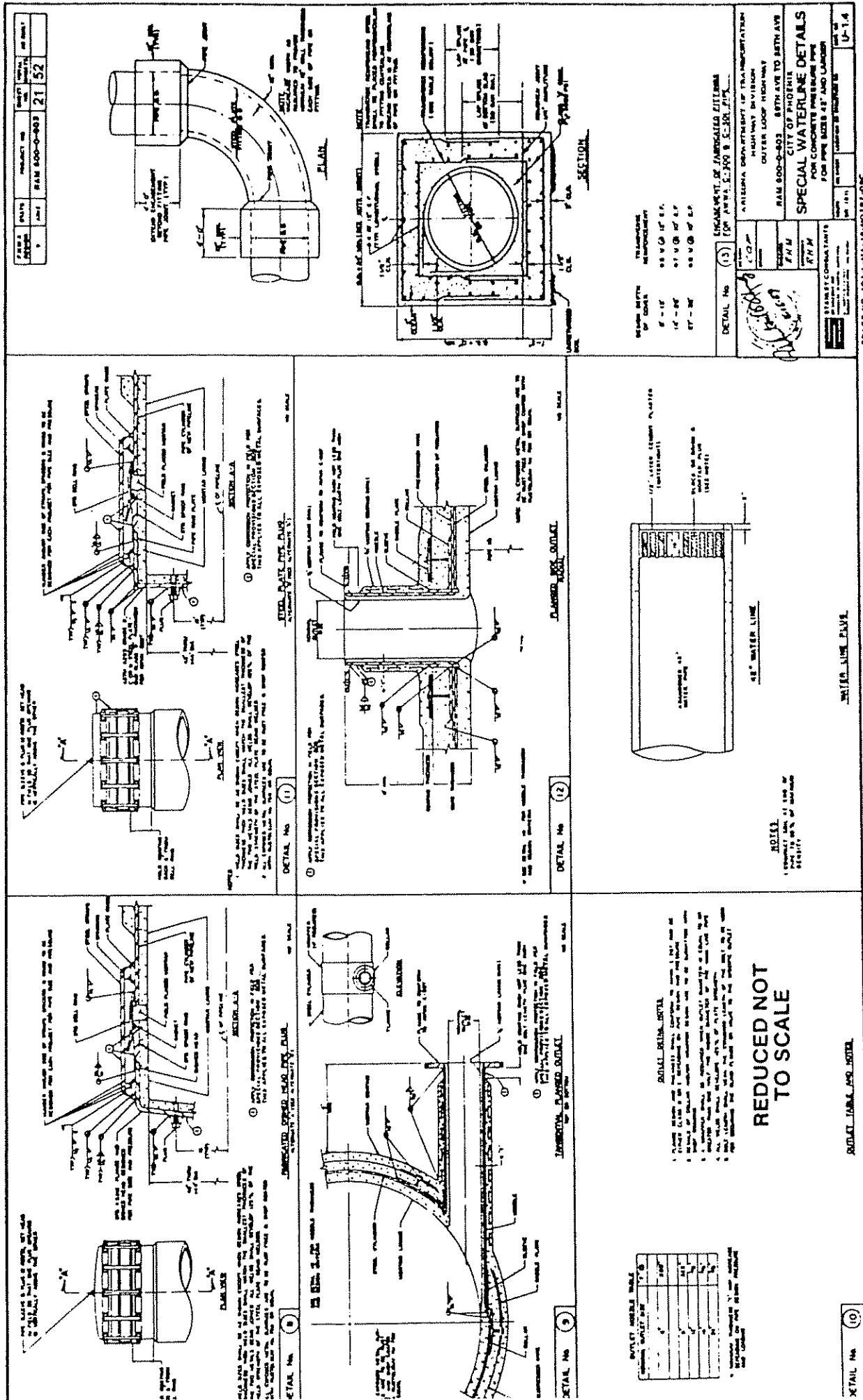
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TO SCALE**

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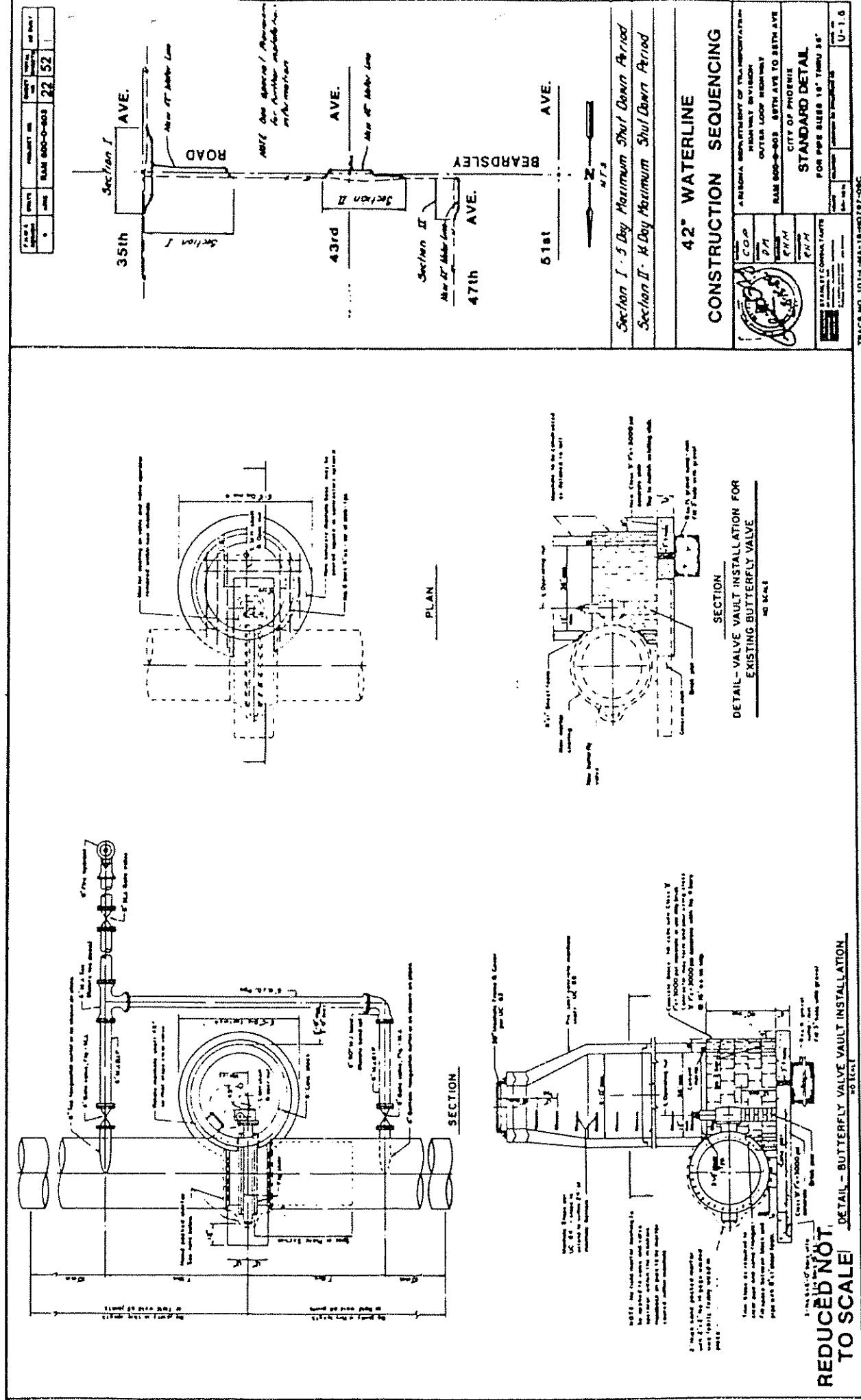
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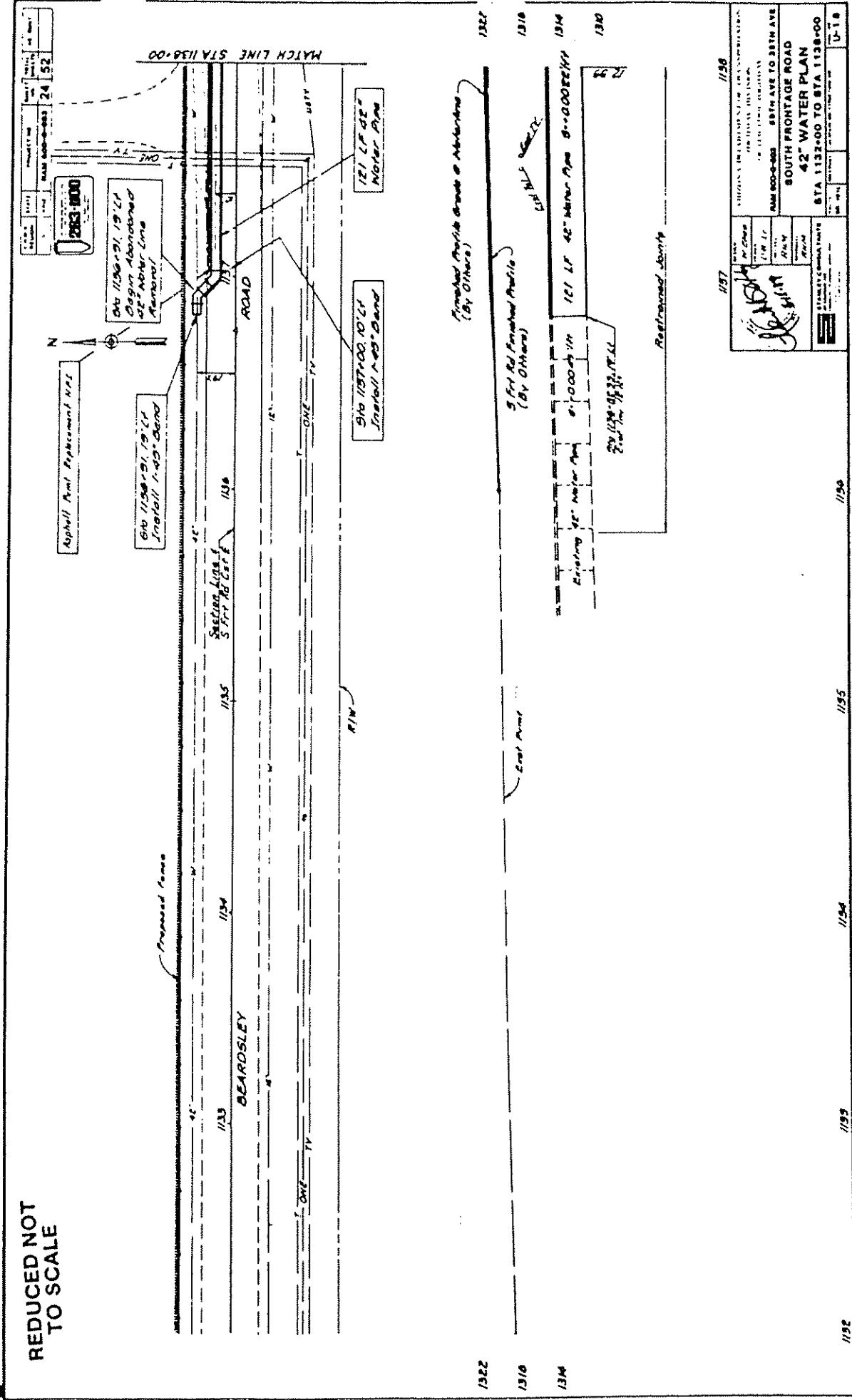
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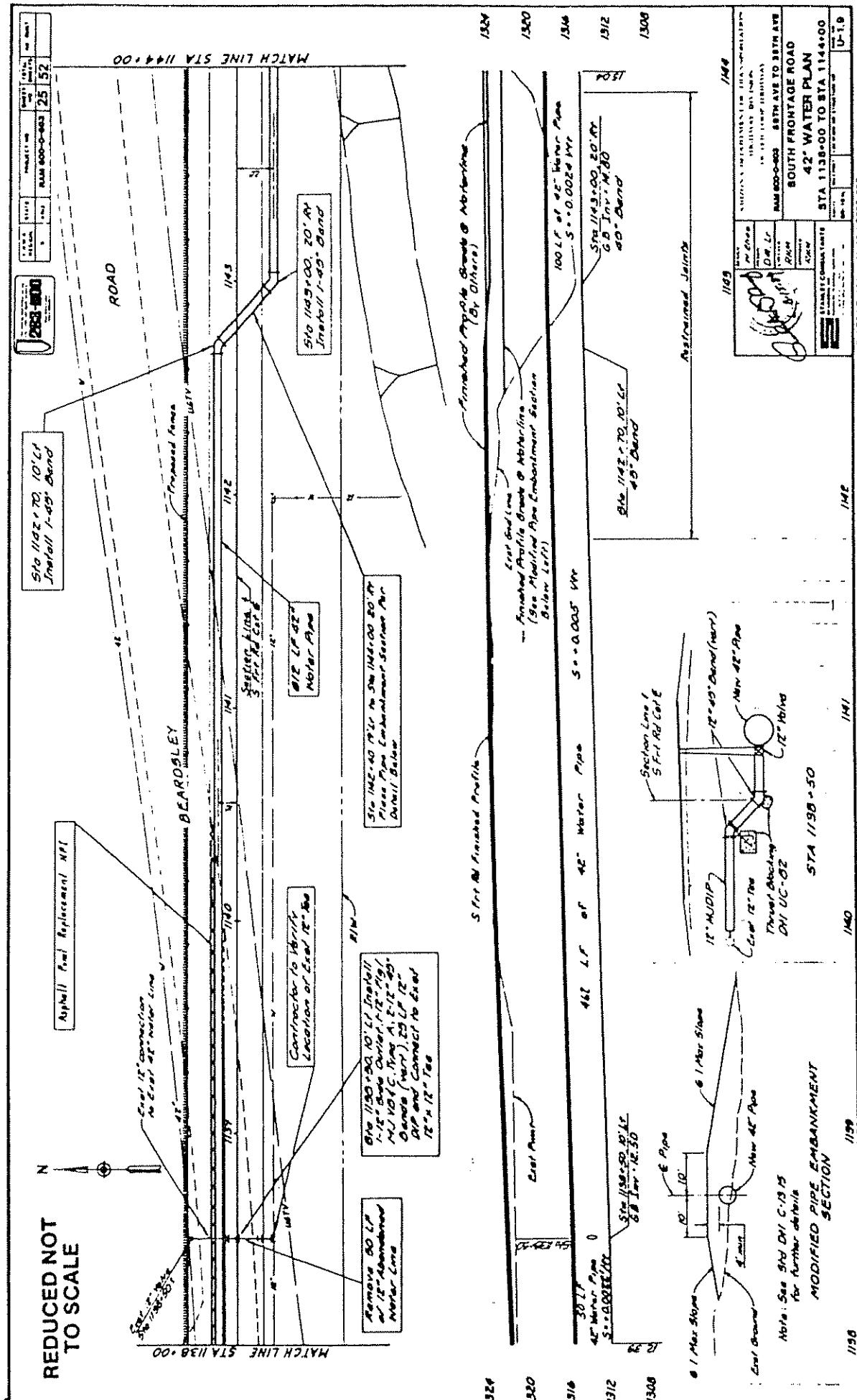


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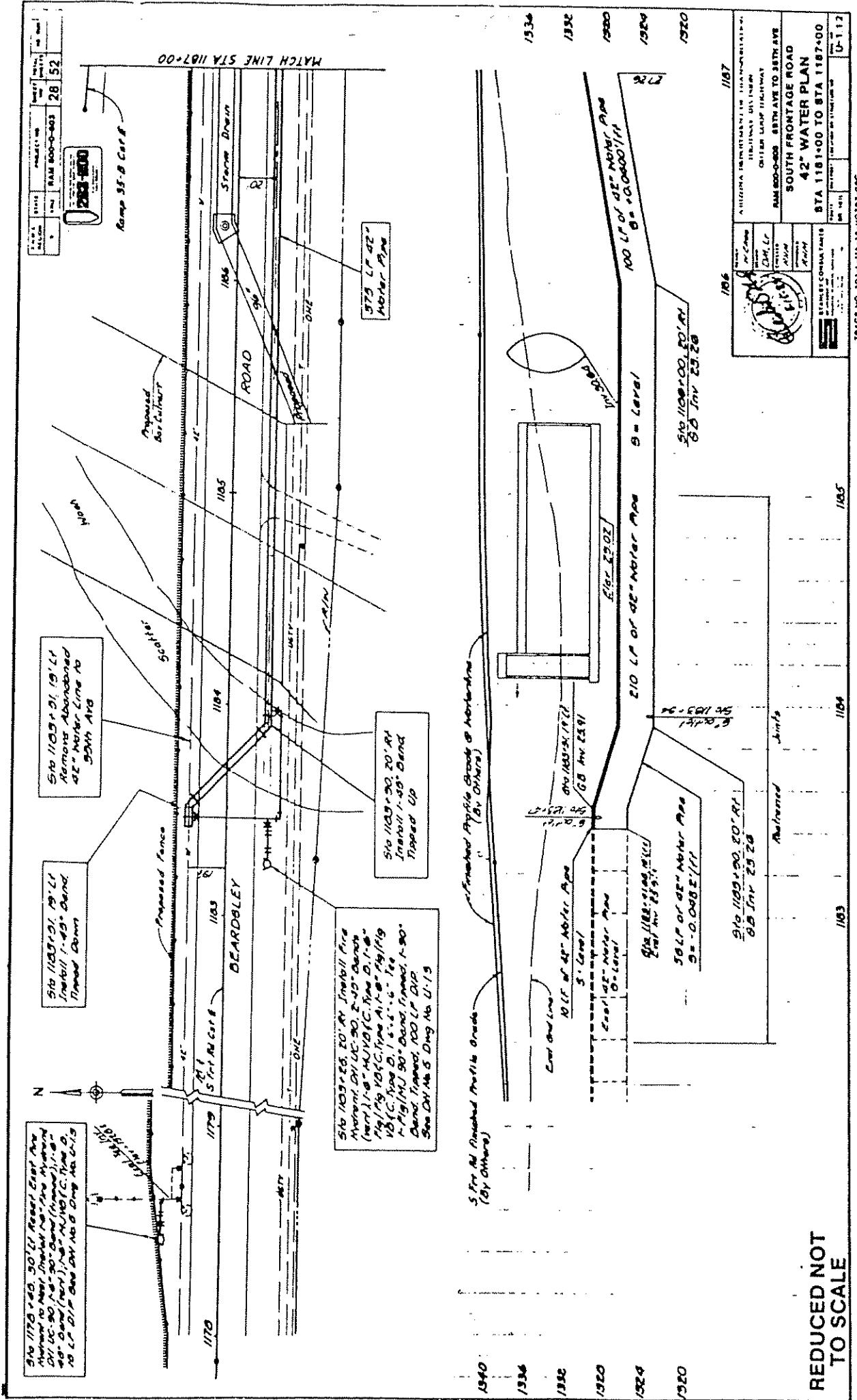
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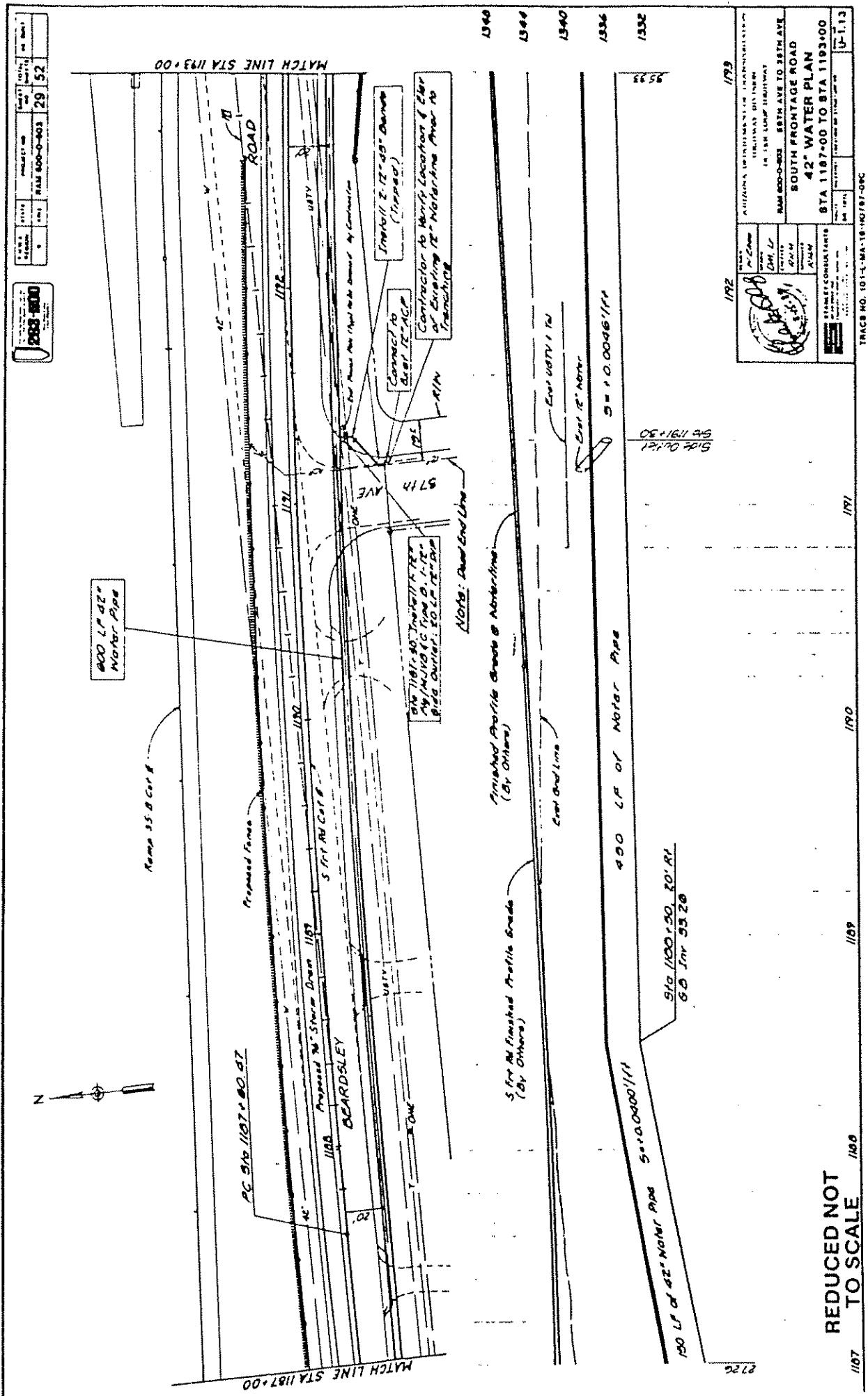




# EXHIBIT 'A'



# EXHIBIT A



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TO SCALE

1187

1193

1197

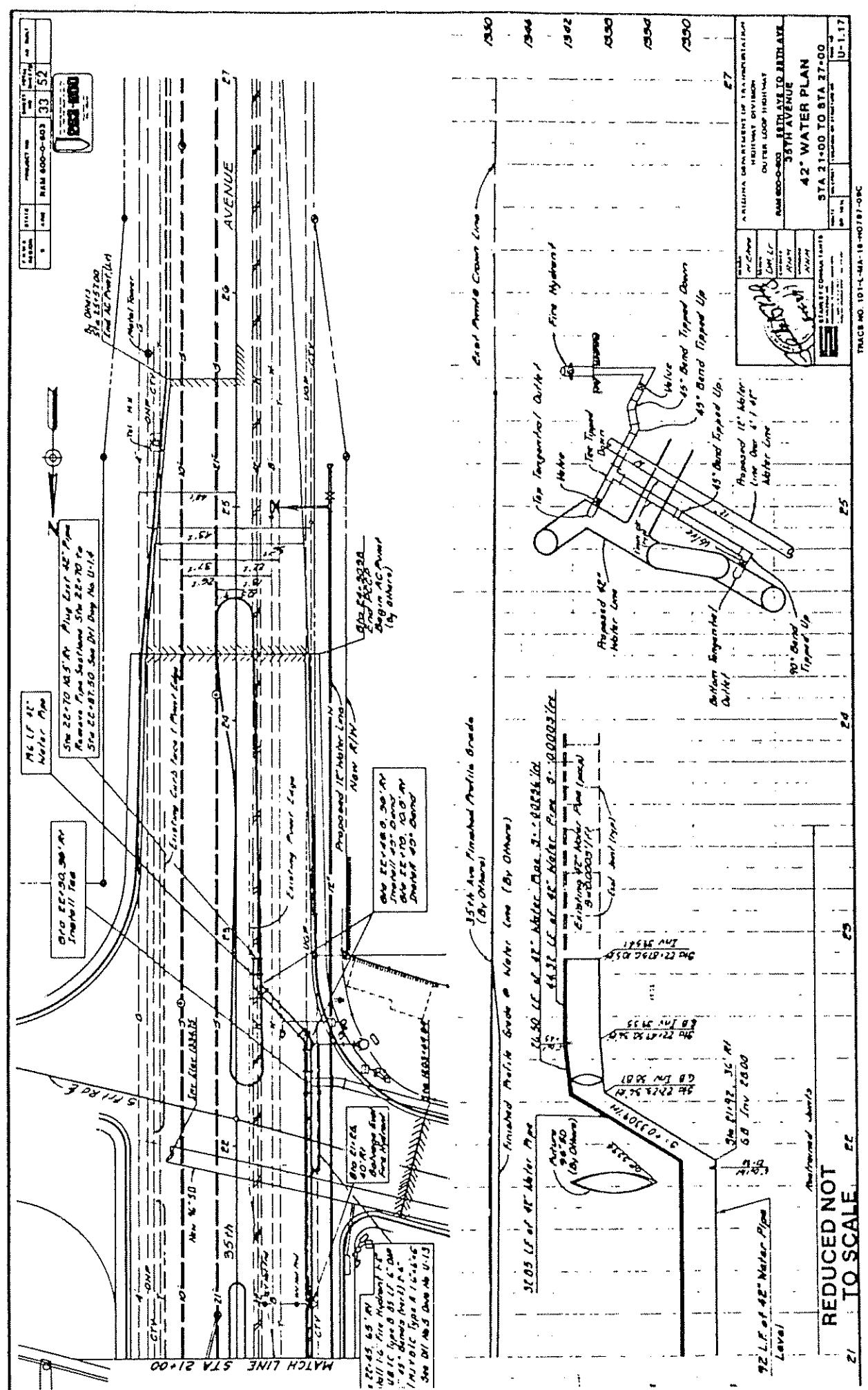
TRACE NO. 101-1-MA-18-HOTEL-0PC



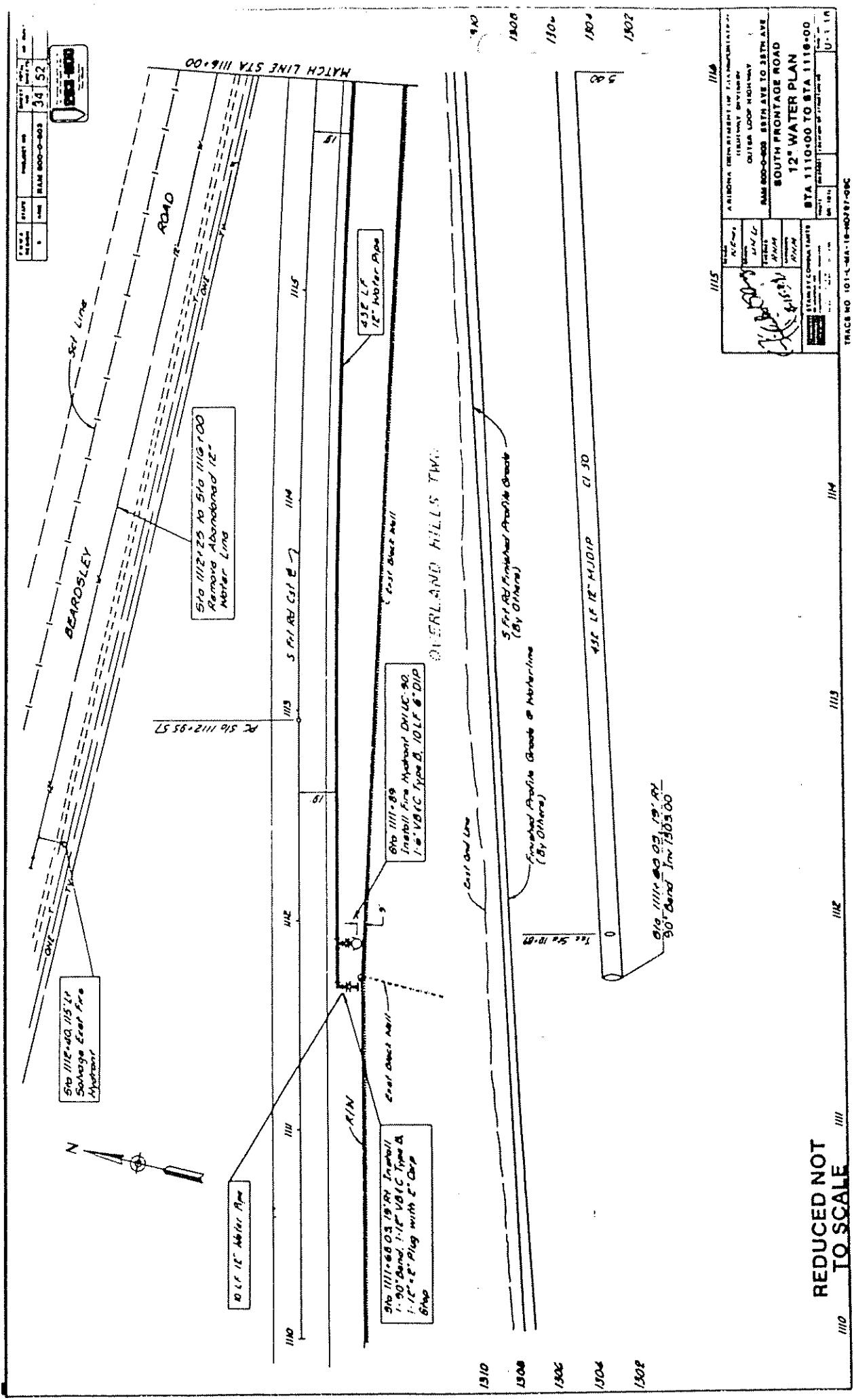




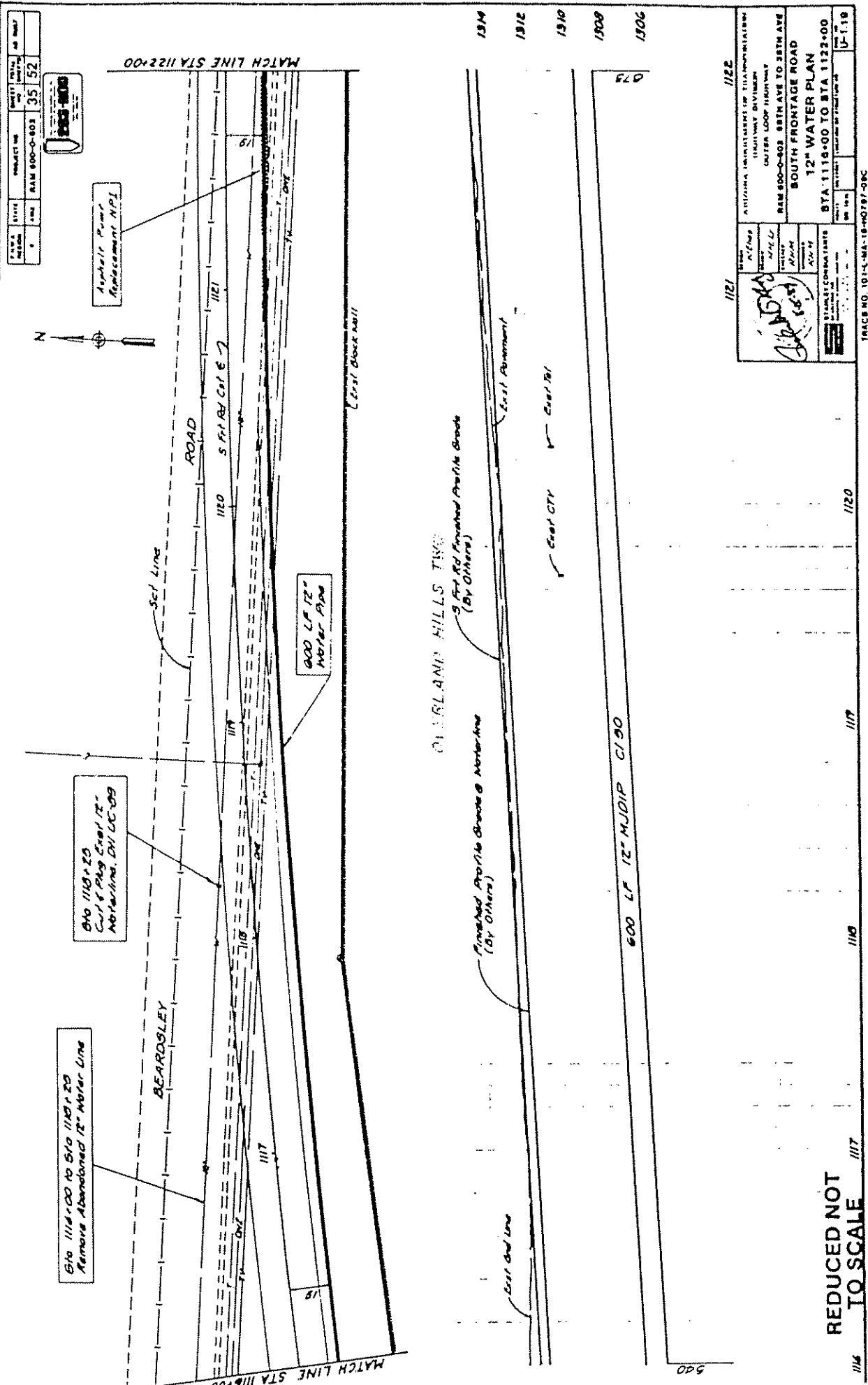
# EXHIBIT A



# EXHIBIT A'



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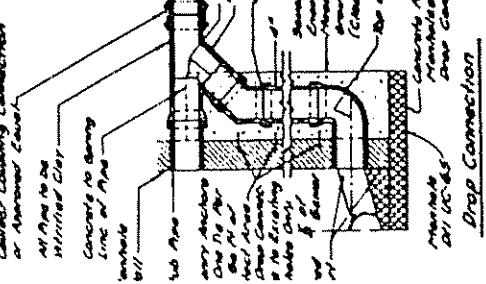






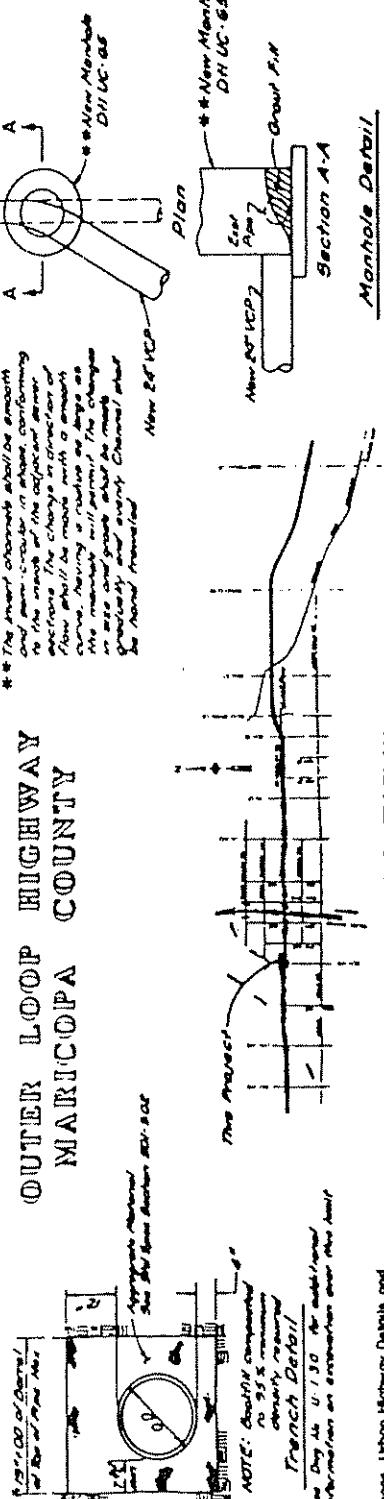
# EXHIBIT 'A'

## STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION



### CITY OF PHOENIX SANITARY SEWER RELOCATIONS

Line No.	Length	Material	Dia.	Wt. per ft.	Wt. per line
1	400'-0"	PVC	4"	52	2100 lbs



#### GENERAL NOTES

All Construction To Conform To A.D.O.T Standard Specifications, Urban Highway Details and project Special Provisions, Unless Modified On The Plans.

The Following M.G. Details are Specifically Not Approved:

1. To Abandon Existing Manholes, the Contractor Shall Backfill the Manhole and Complete the Material as Directed by the Engineer.
2. As-Is New Manhole Frame and Cover to Finish Grade

TV Inspection (See City of Phoenix Supplement to M.G. Specification Section 815.9.1)

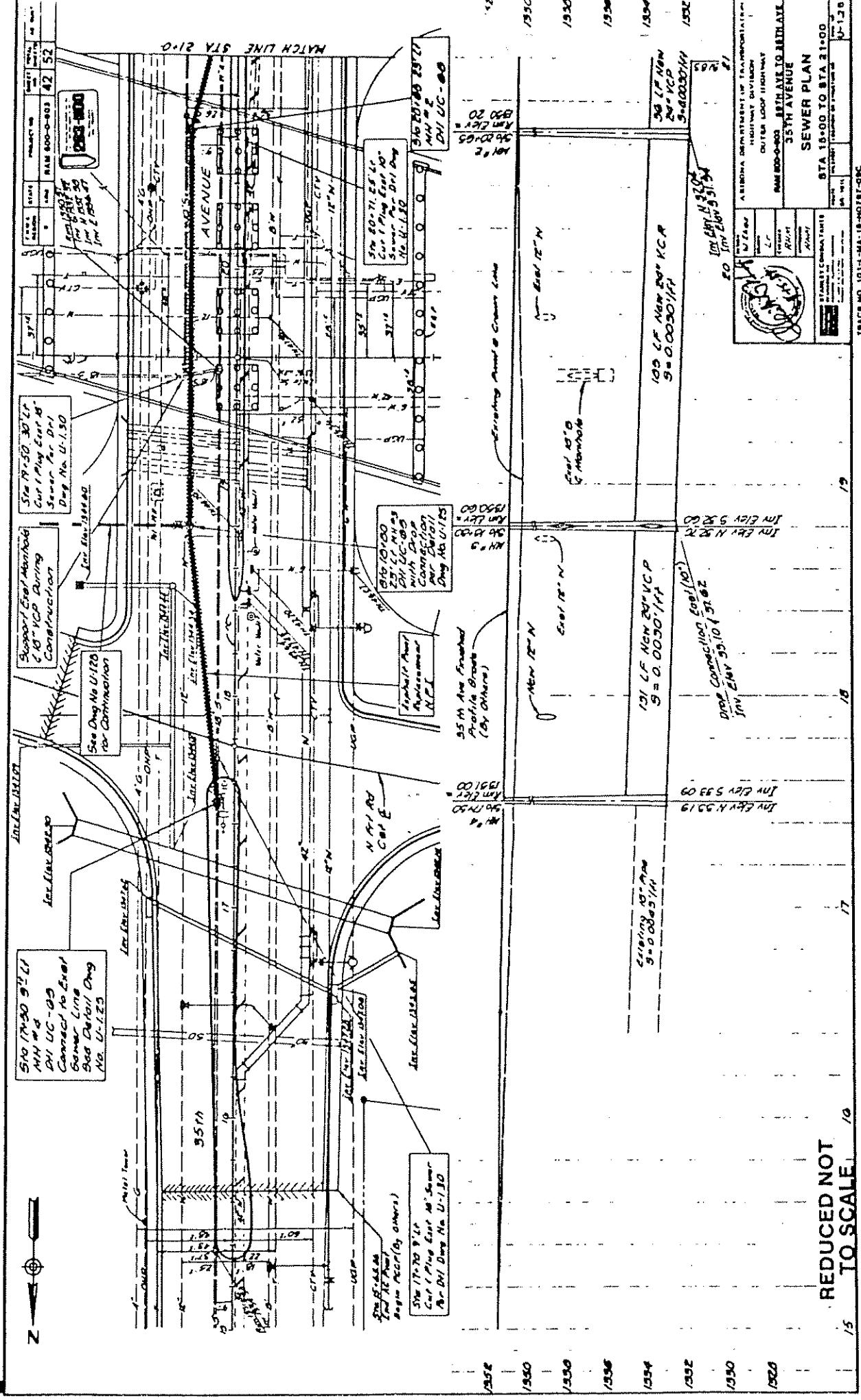
1. Pavement Cut and Replacement for New Lines in Existing Street Shall Be in Accordance with ADOT Urban Highway Detail UC-20, Type A.
2. Pavement Cut and Replacement for New Lines in Existing Street Shall Be in Accordance with ADOT Urban Highway Detail UC-20, Type A.

REDUCED NOT  
TO SCALE

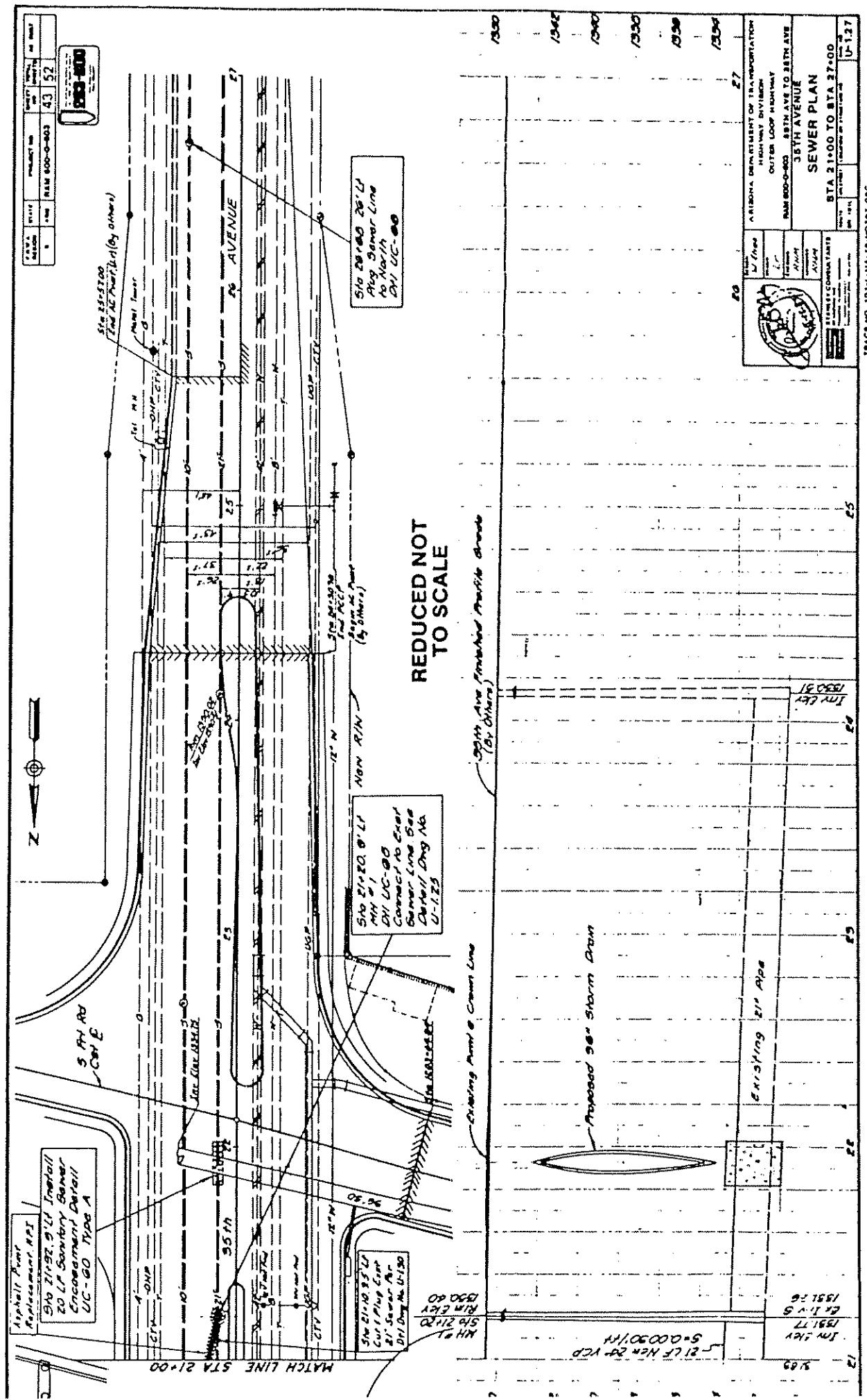
Approved	Arizona Department of Transportation Highways Division Outer Loop Highway P.M. 800-0-600, 88TH AVE TO 88TH AVE 38TH AVENUE SEWER PLAN BEARDSLEY ROAD	Date: 10/10/00 Signature: [Signature]
Approved	Water & Wastewater System City of Phoenix C. G. Johnson, P.E. Date: 10/10/00 Signature: [Signature]	Date: 10/10/00 Signature: [Signature]
Approved	Water & Wastewater System City of Phoenix C. G. Johnson, P.E. Date: 10/10/00 Signature: [Signature]	Date: 10/10/00 Signature: [Signature]

TRACK NO. 101-E-MAN-181-H0787-08C

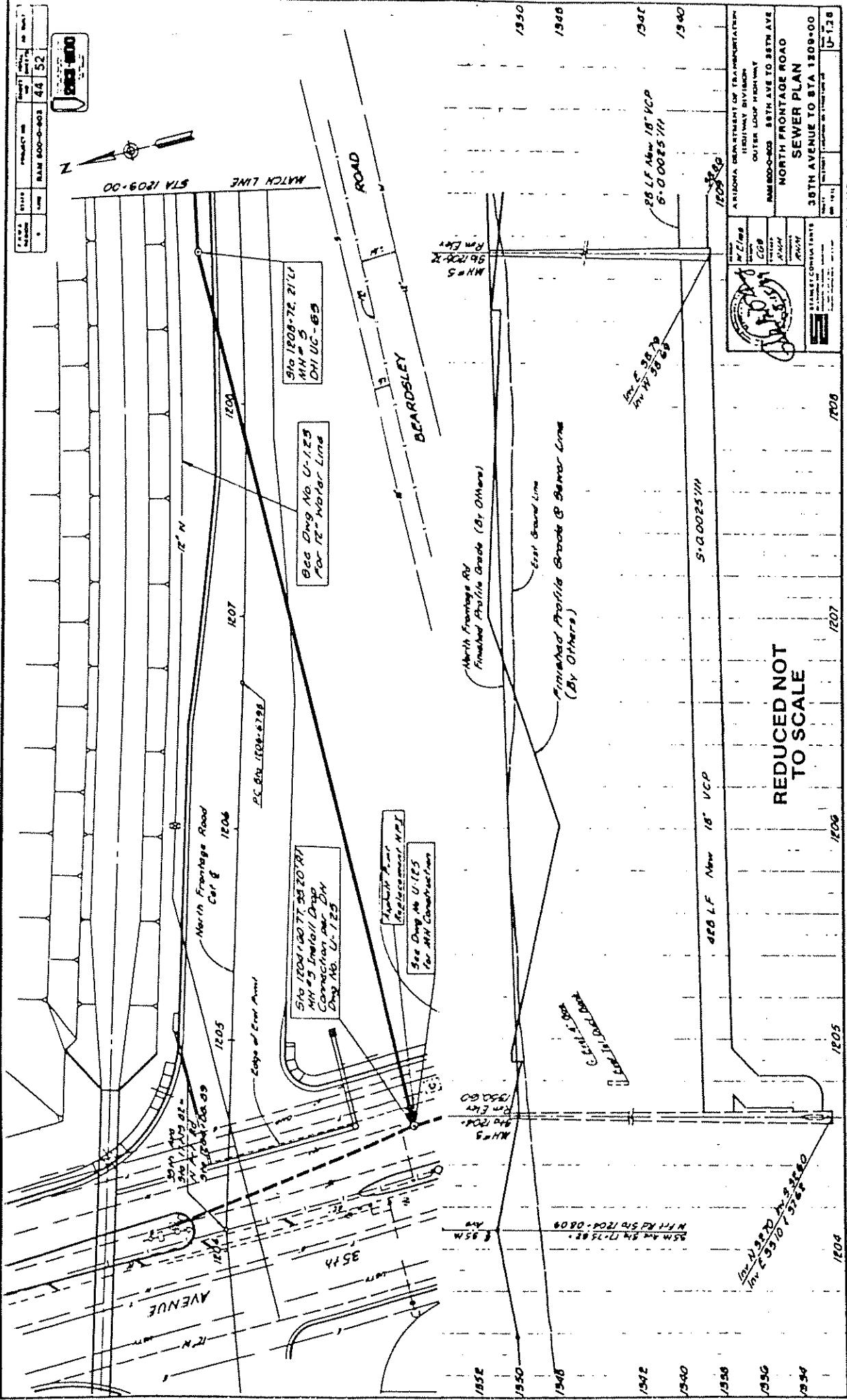
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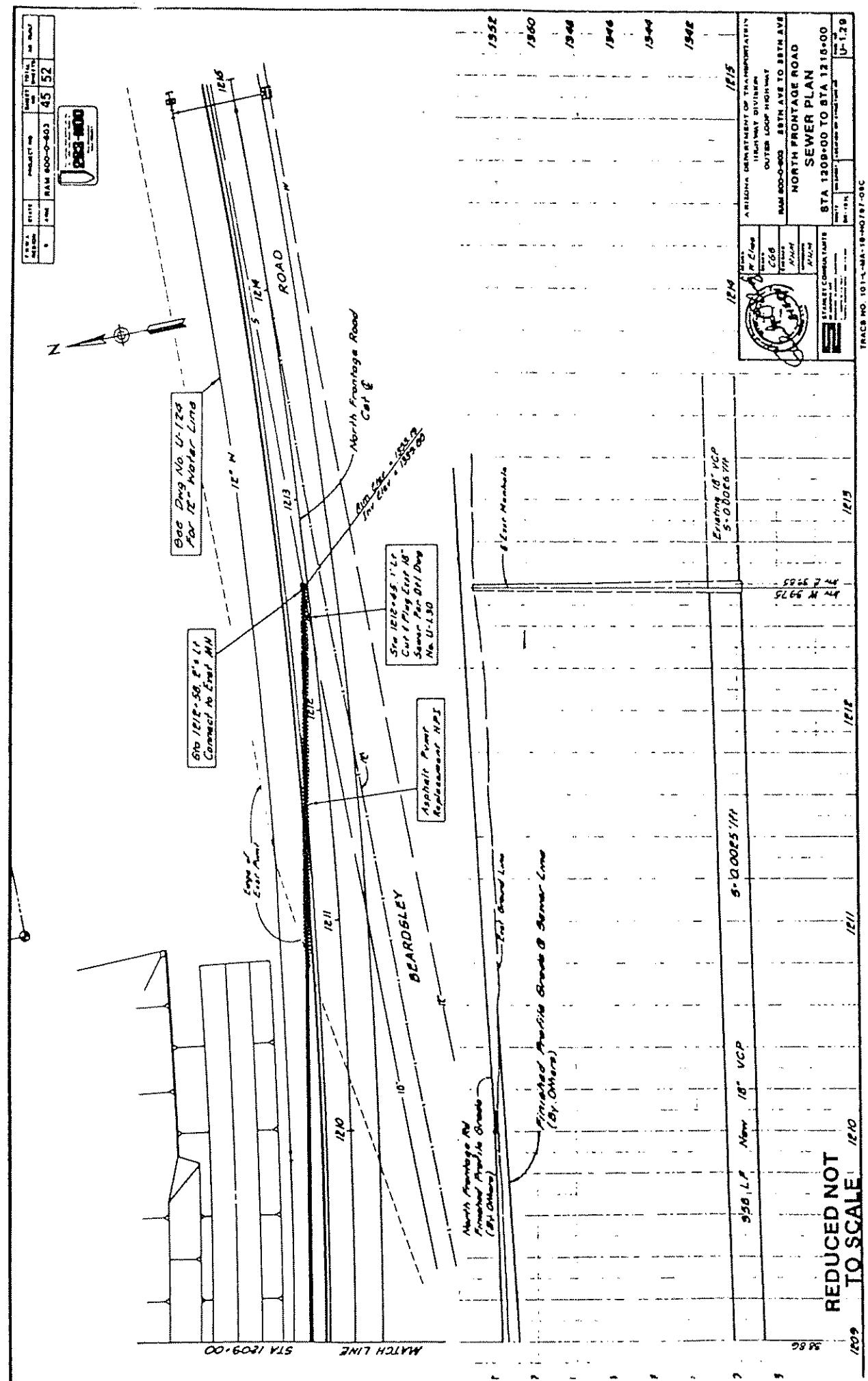
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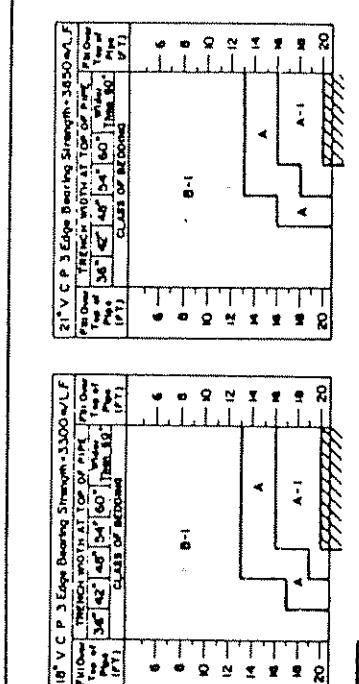


# EXHIBIT 'A'



# EXHIBIT 'A'

DATE	PAGE	NUMBER	DATE	NUMBER	DATE
.	.	564	JAN 600-000	46	52



V.C.P.	ALLOWABLE TRENCH LOAD PSI BY SECTION AVERAGE	CLAY SUSPENDED PIPE	CLAY LATERAL PIPE	CLAY PIPE	MUD PIPE	SAND PIPE
0	13,500	1,687	1,687	1,687		
12	4,000	1,000	1,000	1,000	1,000	1,000
16	1,500	597	597	597	597	597
18	1,100	433	433	433	433	433
20	800	313	313	313	313	313
22	500	200	200	200	200	200
24	400	167	167	167	167	167
27	275	117	117	117	117	117

V.C.P.	ALLOWABLE TRENCH LOAD PSI BY SECTION AVERAGE	CLAY SUSPENDED PIPE	CLAY LATERAL PIPE	CLAY PIPE	MUD PIPE	SAND PIPE
0	13,500	1,687	1,687	1,687		
12	4,000	1,000	1,000	1,000	1,000	1,000
16	1,500	597	597	597	597	597
18	1,100	433	433	433	433	433
20	800	313	313	313	313	313
22	500	200	200	200	200	200
24	400	167	167	167	167	167

BASE DETAIL BELOW FOR BODDING DETAILS

18" & 21" V C P TRENCH LOADING

24" BODDING OR BATH ACTION

SEE DETAIL BELOW FOR BODDING DETAILS

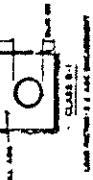
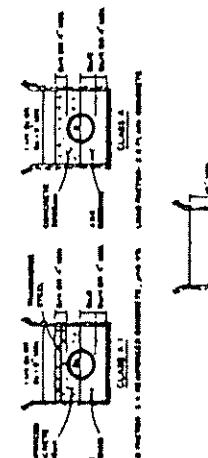
27" BODDING OR BATH ACTION

ALLOWABLE V.C.P. TRENCH LOADING						
V.C.P.	ALLOWABLE TRENCH LOAD PSI BY SECTION AVERAGE	CLAY SUSPENDED PIPE	CLAY LATERAL PIPE	CLAY PIPE	MUD PIPE	SAND PIPE
0	13,500	1,687	1,687	1,687		
12	4,000	1,000	1,000	1,000	1,000	1,000
16	1,500	597	597	597	597	597
18	1,100	433	433	433	433	433
20	800	313	313	313	313	313
22	500	200	200	200	200	200
24	400	167	167	167	167	167
27	275	117	117	117	117	117

18" & 21" V C P TRENCH LOADING

24" BODDING OR BATH ACTION

SEE DETAIL BELOW FOR BODDING DETAILS



NOTES:

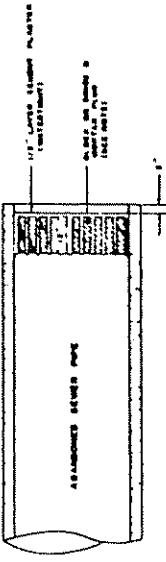
• Capacity 50% of base

• Maximum 10' deep

SEWER LINE PLUG

V.C.P. TRENCH LOADING

REDUCED NOT  
TO SCALE



SEE DETAIL BELOW

FOR BODDING

DETAILS

27" V.C.P. TRENCH LOADING

24" BODDING OR BATH ACTION



SPECIAL SEWER LINE DETAILS					
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18

TRACE NO. 101-L-N-10-407671-00C

AIRPORT DEPARTMENT OF TRANSPORTATION  
LAWNSIDE DIVISION  
CLIFFORD LOOP LUMINARY  
80TH AVE TO 88TH AVE  
CITY OF PHOENIX

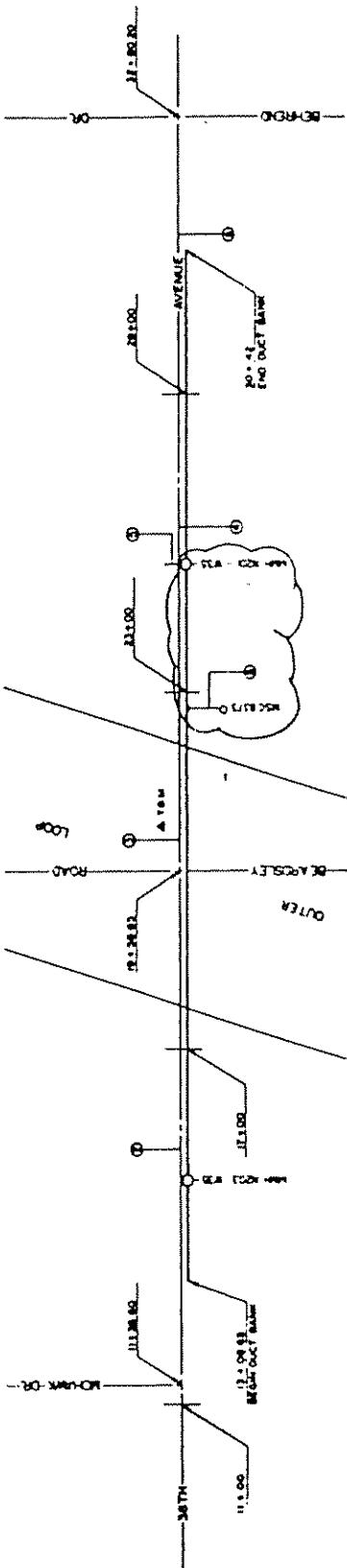
# EXHIBIT 'A'

## ARIZONA PUBLIC SERVICE COMPANY PLAN AND PROFILE BEARDSLEY RD. AT 35TH AVE.

PLATINUM  
PRINTING  
SERVICES

Scale  
1 mile  
0 miles  
0.5 miles  
0.25 miles  
0.125 miles  
0.0625 miles

47 52



### VICINITY MAP

A.T.M. NO. 1000 CAP STATED TO VEHICLE  
ONE SIDE ON ONE SIDE PART OF TRANSMISSION  
LINE AND ONE SIDE OF LINE AT  
35TH AND BEARDSLEY RD. LINE IS AS  
FOLLOWS:

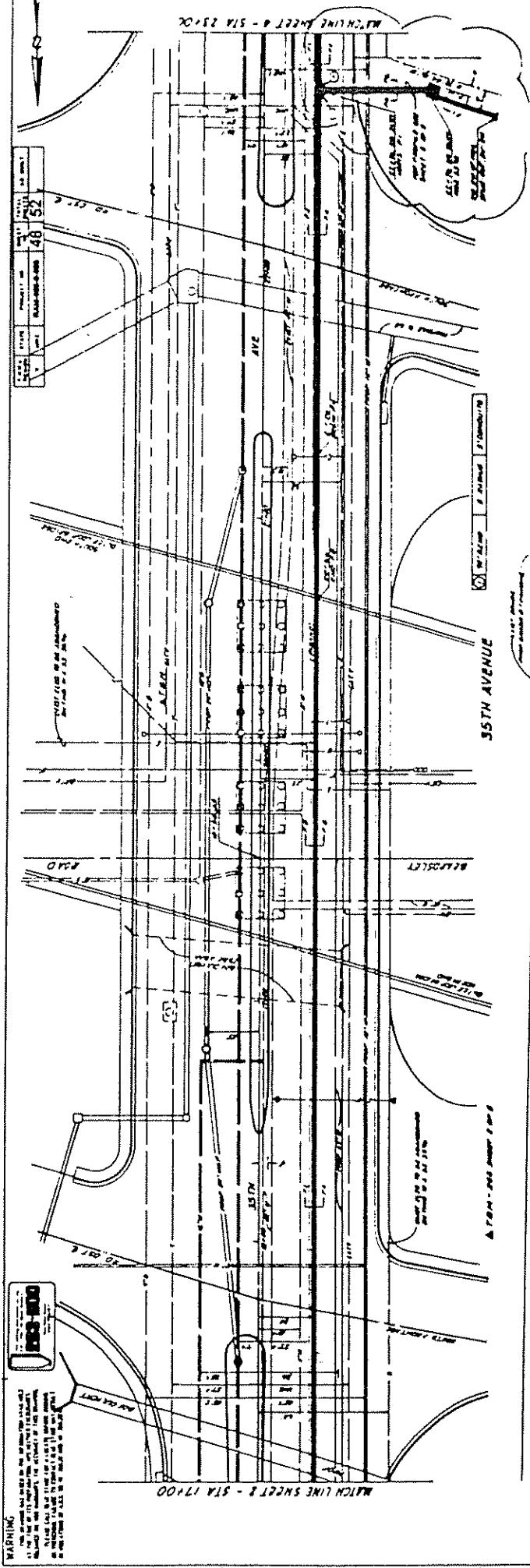
[REDACTED]

NOTE:  
ONLY THOSE AREAS  
THAT ARE CLOSED  
ARE PART OF THIS  
CONTRACT.

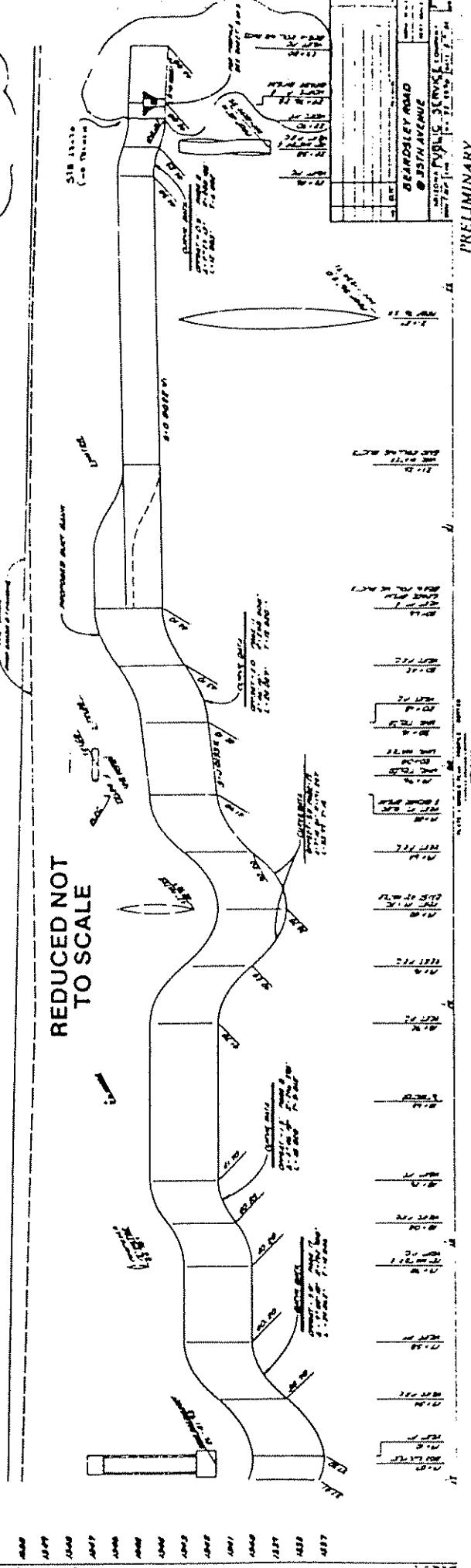
ROAD NAME	ROUTE NUMBER	DIR.	TYPE	WIDE	WIDE	WIDE	WIDE
BEARDSLEY ROAD	1000	N	STREET	40'	40'	40'	40'
BARTH AVENUE	1000	S	STREET	40'	40'	40'	40'
PUBLIC SERVICE ROAD	1000	E	STREET	40'	40'	40'	40'

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TO SCALE

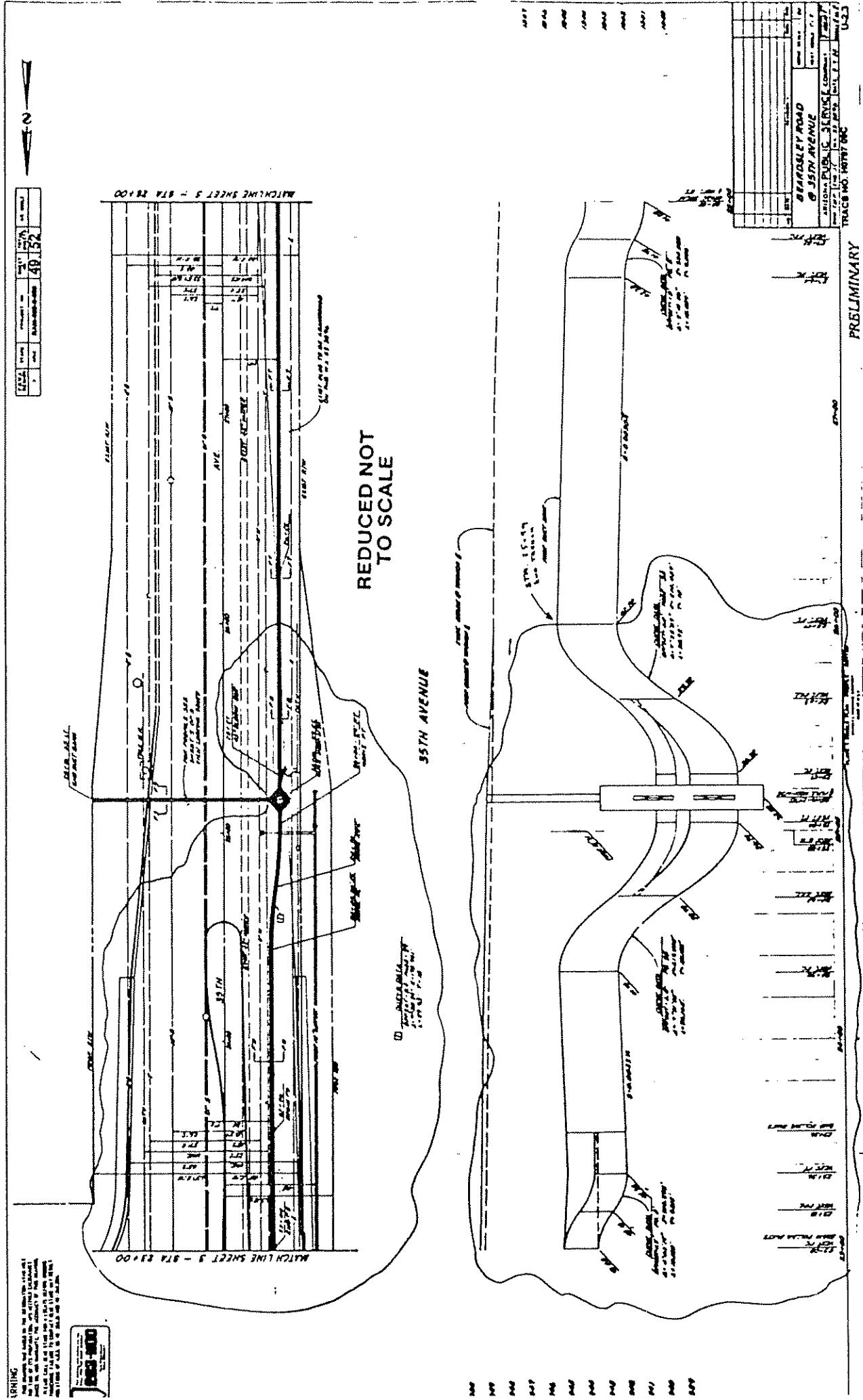
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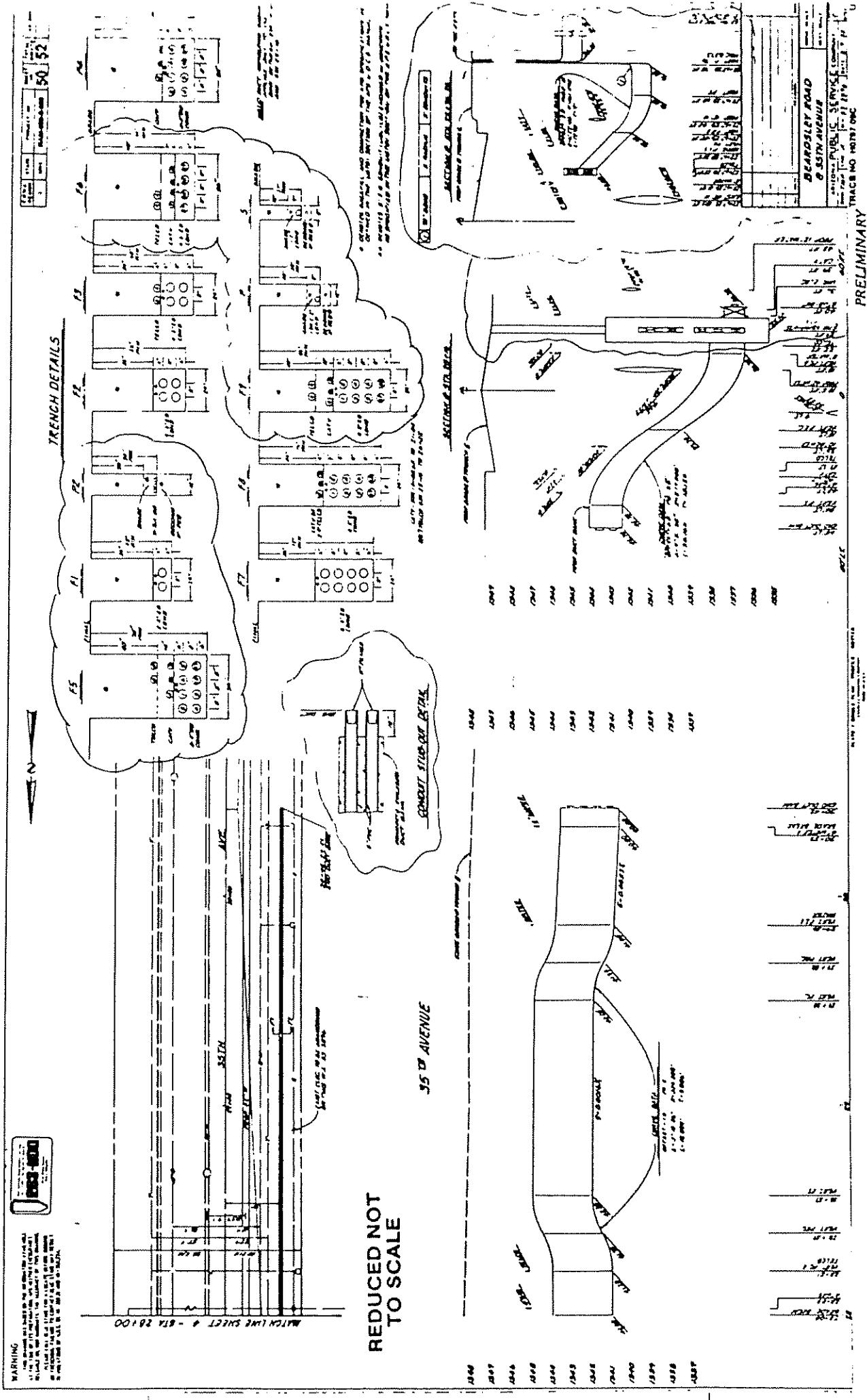
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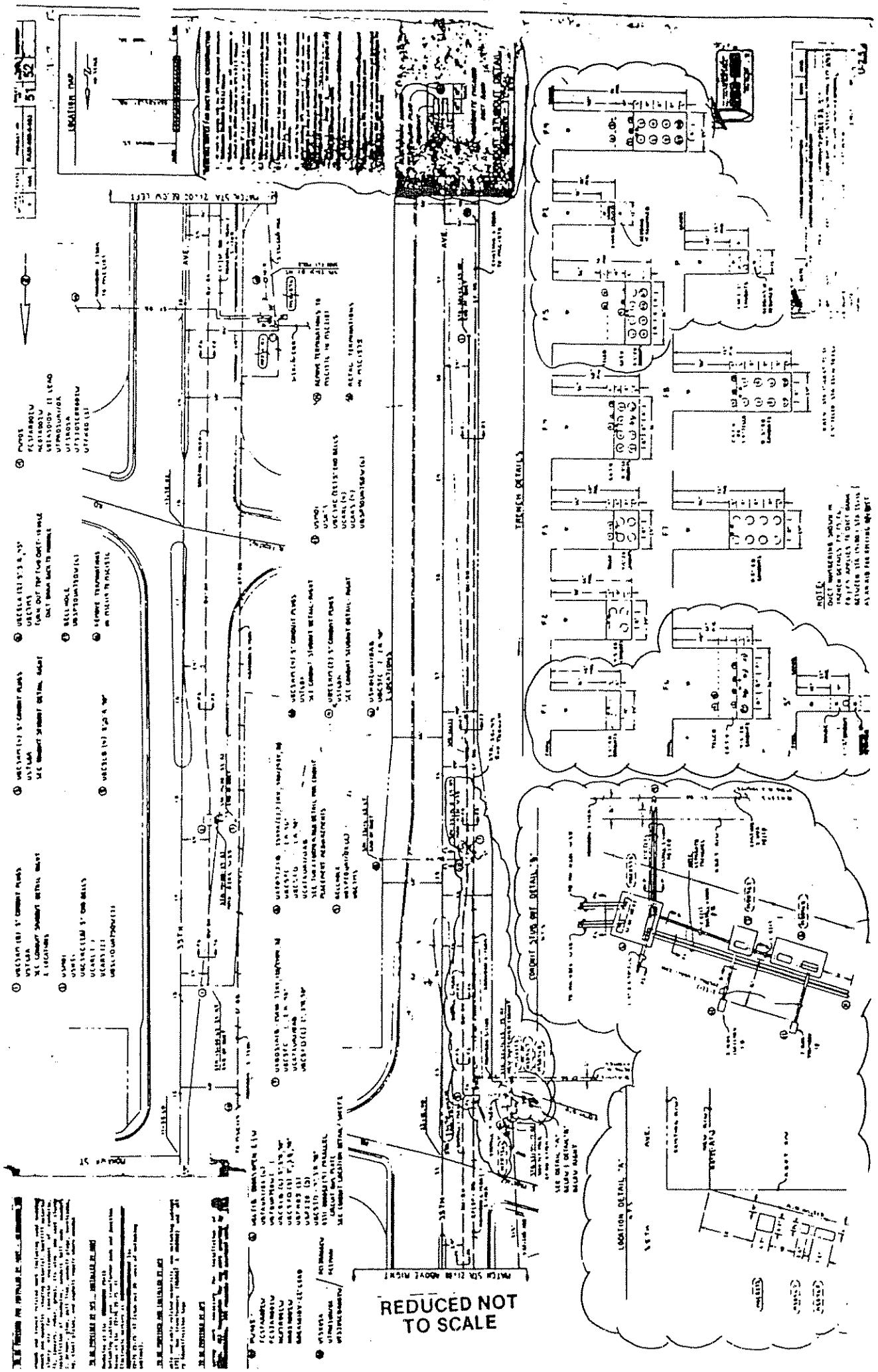
# EXHIBIT A



# EXHIBIT 'A'



# EXHIBIT A



# EXHIBIT 'A'

## CONSTRUCTION NOTES

### MATERIALS

Walls - concrete or brick  
Floor - concrete or brick

### DOORS & STAIRS

Doors to be standard 36" wide  
Doors to be new and  
Doors to be standard 36" wide  
All doors to be  
Each door to be made of

### CEILINGS

Ceilings to be  
Ceilings to be  
Ceilings to be  
Ceilings to be  
Ceilings to be

### FLOORING

Flooring to be  
Flooring to be  
Flooring to be  
Flooring to be  
Flooring to be

### ROOFING

Roofing to be  
Roofing to be  
Roofing to be  
Roofing to be  
Roofing to be

### WALLS

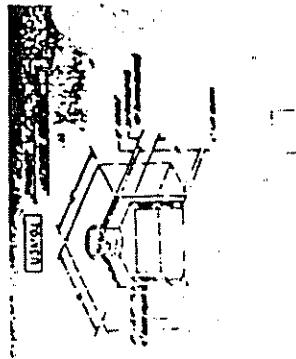
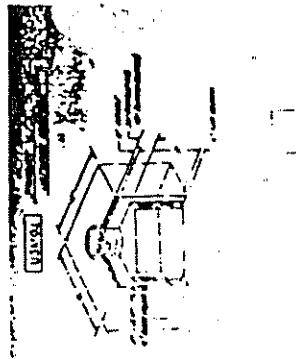
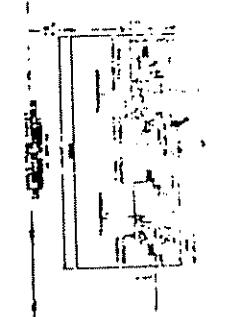
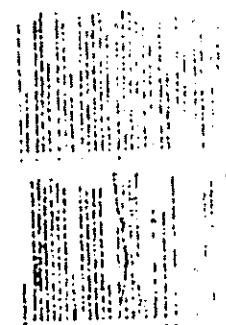
Walls to be  
Walls to be  
Walls to be  
Walls to be  
Walls to be

### CEILINGS

Ceilings to be  
Ceilings to be  
Ceilings to be  
Ceilings to be  
Ceilings to be

REDUCED NOT  
TO SCALE

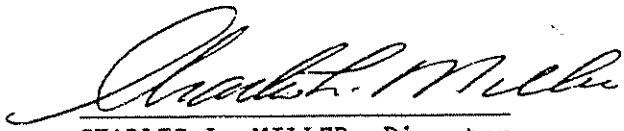
CONTRACTOR OR  
CLIENT



RESOLUTION

BE IT RESOLVED on this 15th day of September 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix for the purpose of defining responsibilities to construct a project to relocate water and sewer facilities that are in conflict with the Agua Fria Freeway (Loop 101) from 51st Avenue to 31st Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



CHARLES L. MILLER, Director  
Arizona Department of  
Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. NR89-2380, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of December, 1989.

ROBERT K. CORBIN  
Attorney General

A handwritten signature in black ink, appearing to read "Graham Alex Turner".

GRAHAM ALEX TURNER  
Assistant Attorney General  
Transportation Division